

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

605 FIFTH PROPERTY OWNER, LLC,

Plaintiff,

-against-

ABASIC, S.A., f/k/a ABASIC, S.L.,

Defendant.

Case No. 23-cv-00136-DLC

PROPOSED JUDGMENT

WHEREAS, by motion dated March 14, 2023, Plaintiff, 605 Fifth Property Owner, LLC (“Plaintiff”) moved to amend its complaint to conform to the proof of damages for rent accrued during litigation, and for summary judgment on its claims in the amount of \$920,529.62 and to dismiss Defendant Abasic, S.A., f/k/a Abasic, S.L.’s (“Defendant”) affirmative defenses (ECF Doc Nos. 19-25, the (“Motion to Amend and for Summary Judgment”));

WHEREAS, by Memorandum of Law in Opposition filed on March 31, 2022, Defendant requested a stay of the action pending its consolidated appeal of prior judgments entered by this Court in prior actions between the parties entitled, *605 Fifth Property Owner, LLC v. Abasic, S.A., Case No. 21-cv-00811-DLC* and *605 Fifth Property Owner, LLC v. Abasic, S.A., Case No. 22-cv-04590-DLC*.

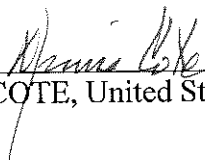
WHEREAS, in reply, Plaintiff opposed Defendant’s request for a stay of the action;

WHEREAS, by opinion and order dated June 6, 2023 (ECF Doc. No. 28), the Court denied Defendant’s request for a stay and granted Plaintiff’s Motion to Amend and for Summary Judgment on its breach of contract claim as well as attorney’s fees and legal costs (the “Opinion and Order”);

NOW, on the application of Belkin Burden Goldman, LLP, attorneys for Plaintiff:

IT IS HEREBY ORDERED and ADJUDGED, that Judgment is entered in favor of Plaintiff 605 Fifth Property Owner, LLC, with address at c/o Optimum Properties, 1880 Coney Island Avenue, Suite 1026, Brooklyn, New York 11230, and against Defendant Abasic, S.A. f/k/a Abasic, S.L., with address at Passeig Del Mare Nostrum 15, 08039, Barcelona, Spain, in the sum certain amount of \$920,529.62 with pre-judgment interest at the rate of eighteen (18%) per annum¹ from March 14, 2023 through June 7, 2023, in the amount of \$38,586.60², plus per diem interest thereafter at the rate of \$453.96 per day through the date of entry of judgment, and costs and disbursements as taxed by the clerk; so that the amount of the judgment against Defendant Abasic, S.A. is \$ 959,116.22, and Plaintiff 605 Fifth Property Owner, LLC, shall have judgment and execution on the judgment therefor.

Dated: New York, New York
June 7, 2023


 DENISE COTE, United States District Judge

¹ Section 10.02 of the parties' Store Lease [ECF Doc. No. 17.2] provides for interest as follows:

In addition to the administrative service charge described in Section 10.01 and all other rights and remedies provided Landlord, all amounts payable hereunder which remain unpaid for five (5) days after their respective due dates shall bear interest from the date that the same became due and payable to and including the date of payment, whether or not demand is made therefor, at the lesser of (i) the rate of eighteen percent (18%) per annum and (ii) the maximum legal interest rate allowed in the State of New York.

² Plaintiff's interest calculation is as follows:

- $\$920,529.62 \times 18\% = \$165,695.33$ per annum /365 days = \$453.96 per diem
- March 14, 2023 to June 7, 2023 = 85 days
- 85 days x \$453.96 per diem = \$38,586.60 interest through June 7, 2023, together with per diem interest of \$453.96 until the date of judgment.